

EXHIBIT P

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE

SNMP RESEARCH, INC. and SNMP
RESEARCH INTERNATIONAL, INC.,

Plaintiffs,
v.

BROADCOM INC.; BROCADE
COMMUNICATIONS SYSTEMS LLC; and
EXTREME NETWORKS, INC.

Defendants.

Case No. 3:20-cv-00451

**BROCADE COMMUNICATIONS SYSTEMS LLC'S FIRST SET OF REQUESTS FOR
PRODUCTION TO SNMP RESEARCH, INC.**

PLEASE TAKE NOTICE that pursuant to Rule 34 of the Federal Rules of Civil Procedure, Defendant Brocade Communications Systems LLC hereby demands that Plaintiff SNMP Research, Inc. produce for inspection and copying at the offices of Hueston Hennigan LLP, 523 W. 6th Street, Suite 400, Los Angeles, CA 90014, 30 days from the date of service of these Requests upon it, and to the extent necessary, continuing each day thereafter, the Documents specified below.

DEFINITIONS

1. The definitions and rules of construction set forth in the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules are incorporated herein by reference.

2. The term “You,” “Your,” and “SNMP Research” means SNMP Research, Inc. and its employees, agents, officers, directors, and anyone acting on SNMP Research, Inc.’s behalf.
3. The term “SNMP International” means SNMP Research International, Inc. and its employees, agents, officers, directors, and anyone acting on SNMP Research International, Inc.’s behalf.
4. The term “Brocade” means Brocade Communications Systems LLC, formerly known as Brocade Communications Systems, Inc., and its predecessors, employees, agents, officers, directors, and anyone acting on Brocade’s behalf.
5. The term “Broadcom” means Broadcom Inc. and its predecessors, employees, agents, officers, directors, and anyone acting on its behalf.
6. The term “Extreme” means Extreme Networks, Inc. and its predecessors, employees, agents, officers, directors, and anyone acting on its behalf.
7. The term “License Agreement” shall mean the License Agreement, dated March 10, 2001, as amended, between Brocade Communications Systems, Inc. and SNMP Research International, Inc.
8. The term “SNMP Research Software” means any works listed on Table 1 of the Complaint.
9. “Source Code” means documents that reflect human-readable text written using a computer programming language that are nominally capable of being used to generate an executable software program.

10. “Action” means the above-captioned action, filed in the U.S. District Court for the Eastern District of Tennessee, entitled *SNMP Research, Inc. and SNMP Research International, Inc. v. Broadcom Inc., Brocade Comm’ns Sys. LLC, and Extreme Networks, Inc.*, 3:20-cv-00451.
11. “Complaint” means the Complaint in the above-captioned action filed in the U.S. District Court for the Eastern District of Tennessee on October 26, 2020, entitled *SNMP Research, Inc. and SNMP Research International, Inc. v. Broadcom Inc., Brocade Comm’ns Sys. LLC, and Extreme Networks, Inc.*, 3:20-cv-00451.
12. “Communicate” or “Communication” shall mean any transmission of information by oral, graphic, written, pictorial, or other perceptible means, including, but not limited to, telephone conversations, letters, documents, memoranda, notes, telegrams, facsimile transmissions, electronic mail, text or chat message, meetings, and personal conversations.
13. “Document” or “Information” encompasses the usage in Fed. R. Civ. Proc. 34(a)(1), including any information, records (and associated metadata), electronic files (including media, recordings of videoconferences or conference calls, digital presentations, spreadsheets, messages from workplace collaboration tools, and any other electronic files) or designated tangible things. To the extent relevant, it is also inclusive of information and access required to provide entry onto land or other property as set out in Fed. R. Civ. Proc. 34(a)(2).
14. The unqualified term “Person” shall mean an individual, corporation, firm, company, sole proprietorship, partnership, unincorporated association, business association, or governmental entity.

15. “Identify,” “Identifying,” or “Identity” means:

- a. When used in reference to a Person, to state his/her full name, present or last known address, present or last known telephone number, present or last known email address, present or last known place of employment and position held, and place of employment and position held at the time period covered by these requests.
- b. When used in reference to a document, to state the date, author, type of document (e.g., letter, memorandum, photograph, telegram, tape recording, email, etc.); the Person or Persons to whom either copies of it were sent, received, or otherwise distributed and their addresses or email addresses; and the present or last known location and custodian of the original of the document and any copies thereof. If any such document was, but is no longer, in Your possession or custody or subject to Your control, state what disposition was made of it, the date, by whom, and at whose direction;
- c. When used in reference to a Communication, to state the type of Communication (e.g., letter, personal conversation, meeting, email etc.), and whether the Communication was oral or in writing. If the Communication was oral, state the date of the Communication, the parties thereto, the place and approximate time thereof, the substance of what was said by each party, and the Identity of all other Persons present; if the Communication was written, produce the writing;

- d. When used in reference to an act, fact, or event, to state the substance of the act or event, the date, time, and place of performance, and the Identity of the actor and/or all other Persons present;
 - e. When used in reference to an omission, to state the substance of the act which You contend should or would have been performed, the time and date when such act should or would have been performed, and the Person who should or would have performed such act.
16. “Relates to” and “Relating to” means evidences, supports, connects, constitutes, contains, records, discusses, summarizes, analyzes, discloses, and/or refers to, in whole or in part.
17. “And” and “or” each shall be construed either conjunctively or disjunctively as necessary to bring within the scope of these requests any information or document that might otherwise be construed to be outside its scope.
18. “All,” “any,” and “each” shall be construed as encompassing any and all.
19. References to the plural shall include the singular; references to the singular shall include the plural.
20. References to the feminine shall include the masculine; references to the masculine shall include the feminine.
21. The requests below incorporate the above definitions without regard to the capitalization used in connection with the terms defined unless otherwise specified in each respective request.

INSTRUCTIONS

1. These following requests for production shall be considered continuing, and You are to supplement Your answers in a timely manner in accordance with the requirements of Federal Rule of Civil Procedure 26.
2. The parties have agreed to a stipulation regarding the form of document production. That stipulation shall also serve as the means by which Electronically Stored Information for each of these requests should be produced under Rule 34(b)(1)(C) of the Federal Rules of Civil Procedure.
3. If You contend that You are entitled to withhold from production any or all Documents requested herein on the basis of the attorney-client privilege, work-product or other grounds, Identify the nature of the Document(s), (e.g., letter or memorandum) the date for same, the author, and the Person to whom the Document was addressed; Identify each individual who has seen the Document, each individual who has received a copy of the Document and/or from whom the Document was received, and state the basis upon which You contend that You are entitled to withhold the Document from production.
4. If, in response to any Request for Production, You only possess responsive Information or Documents that relate to some aspect or aspects of the request but not others, produce the responsive Information or Documents that You possess and clearly identify those aspects of the Request for Production for which You do not possess responsive Information or Documents.
5. If any Documents referred to in Your responses to these Requests for Production were, but are no longer, in Your possession, custody, or control, state what disposition was made of them and if any Documents referred to in responses to these Requests for Production have

been lost or destroyed, describe in detail the circumstances of such loss or destruction and identify each lost or destroyed Document (and all files that contained such Documents).

6. If there are no Documents or Information in response to any particular Request for Production, state so in writing.
7. Unless otherwise indicated, there is no time limit for a Document request included herein.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All Documents and Information identified in Your initial disclosures pursuant to the Federal Rule of Civil Procedure 26(a).

REQUEST FOR PRODUCTION NO. 2:

A copy of all SNMP Research Software and its underlying Source Code.

REQUEST FOR PRODUCTION NO. 3:

A copy of the “copyrighted software” You or SNMP International provided to Brocade that You allege in Paragraphs 7 and 8 of the Complaint was licensed to Brocade, formerly known as Brocade Communications Systems, under the License Agreement, including any “Source material” You allege that You or SNMP International transferred to Brocade under the License Agreement.

REQUEST FOR PRODUCTION NO. 4:

A copy of the source code and “copyrighted software” that You allege in Paragraph 46 of the Complaint was disclosed and transferred by Brocade to Extreme in breach of the License Agreement.

REQUEST FOR PRODUCTION NO. 5:

All Documents and Communications and Information recorded in the U.S. Copyright Office Relating to (1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 6:

All Communications between You (or someone acting on Your behalf) and the U.S. Copyright Office.

REQUEST FOR PRODUCTION NO. 7:

All Documents, Information, works, and other materials that You (or someone acting on Your behalf) submitted to the U.S. Copyright Office as part of an application to register a claim to copyright, including all deposit copies, source code, affidavits, registration applications, assignments, contracts, and licenses.

REQUEST FOR PRODUCTION NO. 8:

All Documents and Communications and Information concerning, reflecting, or constituting Your application to register a claim to copyright, including all Documents and Communications and Information concerning, reflecting, or constituting Your decision whether or not to submit an application to the U.S. Copyright Office and/or whether or not to register copyrights for SNMP Research Software or the software or Source materials allegedly licensed to Brocade under the License Agreement.

REQUEST FOR PRODUCTION NO. 9:

All Documents and Communications and Information concerning, reflecting, or constituting Your decision whether or not to register copyrights for SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 10:

All Documents and Communications that You provided or received from any regulatory, governmental, or investigative federal or state agency, including the U.S. Copyright Office, concerning each of the SNMP Research Software.

REQUEST FOR PRODUCTION NO. 11:

All Communications between You and any publication, public medium (including news agencies and wire services), or governmental agency, or any representative of them, concerning the allegations raised in the Complaint.

REQUEST FOR PRODUCTION NO. 12:

All Documents and Communications and Information concerning, reflecting, or constituting the ownership, conception, development, drafting and/or creation of (1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9, including but not limited to all drafts, notes, communications or other documents Plaintiffs referenced or created when conceiving, developing, drafting, or creating these materials.

REQUEST FOR PRODUCTION NO. 13:

Documents sufficient to show all persons involved in the conception, development, drafting, and/or creation of (1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9, and each person's role in connection with the work's conception, development, drafting, and/or creation.

REQUEST FOR PRODUCTION NO. 14:

All contracts and other agreements concerning, reflecting or constituting the conception, development, drafting, ownership, and/or creation of (1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in

Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 15:

All Documents, Communications, and Information concerning, reflecting, or constituting any agreements with the federal government concerning (1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 16:

All Documents, Communications, and Information concerning, reflecting, or constituting Harrie Hazewinkel’s contribution to, ownership, or authorship of SNMP Research Software or any intellectual property related to this Action.

REQUEST FOR PRODUCTION NO. 17:

All Communications after January 1, 2017 between You or SNMP International, on the one hand, and Brocade, Broadcom, or any Broadcom affiliate, on the other hand, concerning (1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 18:

All Documents and Communications after January 1, 2017 concerning the License Agreement, including any Documents and Communications concerning, reflecting, or constituting any modification, transfer, amendment, waiver, addendum, assignment, breach, or termination of the License Agreement or the rights thereunder.

REQUEST FOR PRODUCTION NO. 19:

All Documents and Communications concerning, reflecting, or constituting the transmittal to Brocade of any software, source code, or Source materials that You allege were provided to Brocade under the License Agreement.

REQUEST FOR PRODUCTION NO. 20:

All Documents and Communications Relating to Your allegation that Brocade disclosed and/or transferred Your or SNMP International's software, source code, and Source materials to Extreme.

REQUEST FOR PRODUCTION NO. 21:

All Communications with Extreme Relating to (1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the "copyrighted software" and "Source materials" alleged in Paragraphs 7 and 8 of the Complaint; (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9, (4) the products, source code, and/or software You allege Brocade transferred to Extreme; (5) agreements or potential agreements with Extreme concerning YOUR or SNMP International's software or source code.

REQUEST FOR PRODUCTION NO. 22:

All Communications with Extreme Relating to the License Agreement (including any Communications Relating to the assignment or transfer or potential assignment or transfer of the License Agreement or rights thereunder to Extreme), Brocade, or Broadcom.

REQUEST FOR PRODUCTION NO. 23:

All contracts and other agreements concerning, reflecting, or constituting the ownership or licensing of copyright rights in or to (1) the SNMP Research Software listed in Table 1 of the

Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9; (4).

REQUEST FOR PRODUCTION NO. 24:

All Documents and Communications concerning, reflecting, or constituting the authorship and/or ownership of (1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9; (4).

REQUEST FOR PRODUCTION NO. 25:

All Documents, Communications, and Information concerning, reflecting, or constituting Your ownership of the copyright registrations for the SNMP Research Software or any intellectual property related to this Action, including assignments from authors and filings with the U.S. Copyright Office.

REQUEST FOR PRODUCTION NO. 26:

All Documents and Communications that support or refute Plaintiffs’ claim that Broadcom and Brocade received a copy of and/or possess SNMP Research Software.

REQUEST FOR PRODUCTION NO. 27:

All Documents and Communications concerning, reflecting, or constituting newspaper, magazine, newsletter, trade journal, website, or other media coverage concerning any Defendant or any products sold or service provided by any Defendant.

REQUEST FOR PRODUCTION NO. 28:

All Documents and Communications that support or refute Plaintiffs’ claim that Defendants willfully infringed SNMP Research Software.

REQUEST FOR PRODUCTION NO. 29:

All Documents and Communications that support or refute Plaintiffs' claim that it suffered or will suffer irreparable harm as a result of the Defendants' alleged infringement.

REQUEST FOR PRODUCTION NO. 30:

All Documents and Communications sent by or on behalf of Plaintiffs to third parties claiming the third party infringed or breached license agreements pertaining to 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the "copyrighted software" and "Source materials" alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 31:

Documents sufficient to identify all lawsuits filed by or on behalf of Plaintiffs claiming that a third party infringed 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the "copyrighted software" and "Source materials" alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9; (4).

REQUEST FOR PRODUCTION NO. 32:

All Communications between Plaintiffs and any third party about Defendants or products sold or services provided by Defendants.

REQUEST FOR PRODUCTION NO. 33:

All Documents not otherwise requested herein concerning Defendants or Defendants' products or services.

REQUEST FOR PRODUCTION NO. 34:

All Documents, Communications, and Information that Relate to the publication of 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the "copyrighted software" and

“Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 35:

Documents sufficient to identify all agreements, media, venues, and distribution channels in or through which the following was or will be made available to third parties: 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9; (4).

REQUEST FOR PRODUCTION NO. 36:

All Documents concerning Plaintiffs’ advertisement, marketing, and promotion of 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9; including representative samples of each type of advertisement, marketing, and promotional material.

REQUEST FOR PRODUCTION NO. 37:

Documents describing or discussing the actual and target purchasers of or audience for 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 38:

All Documents and Communications received by Plaintiffs in response to any document requests or subpoenas propounded by Plaintiffs in this Action (other than any Document produced to Plaintiffs by Broadcom or Brocade).

REQUEST FOR PRODUCTION NO. 39:

Documents sufficient to show Plaintiffs' electronic data and document retention policies since 2001.

REQUEST FOR PRODUCTION NO. 40:

Documents sufficient to show all persons that assisted in connection with the identification, collection, and production of Documents, Communications, and Information in response to these document requests, including, but not limited to, all custodians of Documents, Communications, and Information responsive to these document requests.

REQUEST FOR PRODUCTION NO. 41:

Documents sufficient to show the terms of any insurance coverage for this lawsuit.

REQUEST FOR PRODUCTION NO. 42:

All Documents, Communications, and Information concerning, constituting, or reflecting SNMP Research EMANATE/Lite Agent Version 16.2.0.9, including a copy of the software and its underlying Source Code and Source materials.

REQUEST FOR PRODUCTION NO. 43:

All Documents and Communications discussing, analyzing, referencing, reflecting, or concerning the differences and similarities between SNMP Research Software (or SNMP Research EMANATE/Lite Agent Version 16.2.0.9) and the software and/or source code offered by other companies or available on the internet (including open-source SNMP software and other network monitoring tools).

REQUEST FOR PRODUCTION NO. 44:

All Documents and Communications discussing, analyzing, referencing, reflecting, or concerning the function and purpose of 1) the SNMP Research Software listed in Table 1 of the

Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 45:

All Documents, Communications, and Information that concern, support, or refute Your allegation in ¶ 5 of the Complaint that “other companies...offer SNMP software.”

REQUEST FOR PRODUCTION NO. 46:

All Documents, Communications, and Information that concern, support, or refute Your allegation in ¶ 5 of the Complaint that “Plaintiffs’ SNMP software is in heavy demand by many companies and government agencies and has been a market leader for many years.”

REQUEST FOR PRODUCTION NO. 47:

All Documents, Communications, and Information that concern, support, or refute Your allegation in ¶¶ 11 of the Complaint that Plaintiffs notified Brocade of its breach of the License Agreement and gave Brocade an opportunity to cure.

REQUEST FOR PRODUCTION NO. 48:

All Documents, Communications, and Information that concern, support, or refute Your allegation in ¶¶ 11 and 54 of the Complaint that Brocade “stonewalled” Plaintiffs.

REQUEST FOR PRODUCTION NO. 49:

All Documents, Communications, and Information that concern, support, or refute Your allegation in ¶ 45 of the Complaint that “SNMP International declined to provide its consent [to permit an "assignment" from Brocade to Extreme].and asked for additional details on the assignment to Extreme and intended subsequent uses being proposed.”

REQUEST FOR PRODUCTION NO. 50:

All Documents, Communications, or Information that concern, support, or refute Your allegation in ¶ 55 of the Complaint that “Plaintiffs repeatedly wrote to Brocade” about Brocade’s alleged breach of the License Agreement by transferring and/or disclosing the software to Extreme without the right to do so.

REQUEST FOR PRODUCTION NO. 51:

All Documents, Communications, and Information Relating to Your allegation that the License Agreement was breached, including Communications Relating to a breach of the License Agreement with any of the parties in this Action.

REQUEST FOR PRODUCTION NO. 52:

All Documents, Communications, and Information that concern, support, or refute Plaintiff's allegation in ¶ 57 of the Complaint that “Brocade continued to delay.”

REQUEST FOR PRODUCTION NO. 53:

All Documents, Communication, and Information Relating to Your allegation that “After waiting 55 days for a cure that would never occur, on July 25, 2019, Plaintiffs sent Brocade a written letter terminating Brocade's internal use and redistribution rights set forth in the License Agreement (the "Notice of Termination").”

REQUEST FOR PRODUCTION NO. 54:

All Documents, Communications, and Information Related to the “Notice of Termination” referenced in ¶ 58 of the Complaint, including all Documents, Communications, and Information Related to Your or SNMP International’s decision to send Brocade a Notice of Termination on July 25, 2019.

REQUEST FOR PRODUCTION NO. 55:

All Documents, including notes or other contemporaneous and relevant recordings (such as diaries, calendars, journals, and photographs) made by You Relating to the claims in this Action.

REQUEST FOR PRODUCTION NO. 56:

All working group lists, organization charts, directories, or other documents sufficient to Identify individuals and entities with knowledge of the facts that serve as the basis for the Complaint.

REQUEST FOR PRODUCTION NO. 57:

Documents, Communications, and Information concerning Dr. Jeffrey Case's and Ken Key's employment with You or SNMP International, including any agreement to assign, transfer, sell, or license their intellectual property to You or SNMP International.

REQUEST FOR PRODUCTION NO. 58:

All Documents, Communications, and Information concerning the ownership and/or rights of each Plaintiff in this Action with respect to 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the "copyrighted software" and "Source materials" alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 59:

All Documents, Communications, and Information Relating to Broadcom's acquisition of Brocade.

REQUEST FOR PRODUCTION NO. 60:

All Documents, Communications, and Information Relating to Your or SNMP International's decision not to consent to an assignment from Brocade to Extreme as alleged in Paragraphs 44 and 45 of the Complaint.

REQUEST FOR PRODUCTION NO. 61:

All Documents, Communications, or Information reflecting Your or SNMP International's consent or refusal to consent to an assignment of a license agreement or rights thereunder.

REQUEST FOR PRODUCTION NO. 62:

All Communications with any Defendant or any affiliate of any Defendant regarding this Action or the allegations asserted in this Action.

REQUEST FOR PRODUCTION NO. 63:

All Documents, Communications, and Information referencing this Action, the allegations asserted in this Action, or discussing potential litigation or claims against any Defendant.

REQUEST FOR PRODUCTION NO. 64:

All Documents, Communications, and Information Relating to the License Agreement after January 1, 2017.

REQUEST FOR PRODUCTION NO. 65:

All license agreements or other contracts between any Plaintiff and a third party prior to January 25, 2011 concerning: 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the "copyrighted software" and "Source materials" alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 66:

All license agreements or other contracts between any Plaintiff and a third party after October 1, 2017 concerning: 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the "copyrighted software" and "Source materials" alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 67:

Documents sufficient to show the amount paid by any third party to license, buy, or use 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 68:

All Documents, Communications, and Information concerning, reflecting, or constituting the negotiations for the License Agreement.

REQUEST FOR PRODUCTION NO. 69:

All Documents, Communications and Information concerning, reflecting, or constituting support, technical or otherwise, You or SNMP International provided to users or licensees for: 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 70:

All Documents, Communications, and Information, including promotional or instructional materials, explaining the benefits or features of 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 71:

All Documents, Communications, and Information Relating to Your allegation that “Brocade, without authorization, copied, reproduced, prepared derivative works based upon, and publicly distributed Plaintiffs' copyrighted software.”

REQUEST FOR PRODUCTION NO. 72:

All Documents, Communications, and Information concerning, reflecting, or constituting any analysis or evaluation about whether any Brocade or Broadcom product contains or does not contain or is or is not a derivative work based upon 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 73:

All Documents, Communications, and Information concerning any instance where You asserted or threatened to assert any breach of contract or infringement claims against any Person concerning 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 74:

All Documents, Communications, and Information Relating to any challenges made by any Person regarding Your or SNMP International’s ownership, copyright, or other intellectual property rights with respect to 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 75:

Documents sufficient to identify all lawsuits or arbitration proceedings concerning 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 76:

All Documents, Communications, and Information that You contend form the basis for, or upon which You intend to rely to support, any contention that You or SNMP International have a valid copyright registration for the SNMP Research Software or any intellectual property related to this Action.

REQUEST FOR PRODUCTION NO. 77:

All financial statements, profit and loss statements, net income statements, balance sheets, financial forecasts, projections, internal memoranda, ledgers, journals, bookkeeping entries, and business plans showing revenues and/or profits actually or expected to be received from licensing, sale, or other exploitation of 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 78:

Documents sufficient to identify amounts paid by any third party to license, use, purchase, or otherwise exploit 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 79:

All Documents, Communications, and Information Relating to the value of 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 80:

All Documents, Communications, and Information concerning policies and practices for pricing or licensing 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9, including Documents, Communications, and Information that computes or discusses the value of the assets at issue in this Action, and including actual prices agreed upon or paid by third parties.

REQUEST FOR PRODUCTION NO. 81:

All Documents, Communications, and Information concerning, reflecting, or constituting market surveys, consumer surveys, market analysis, sales analysis, or market research about: 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 82:

All Documents, Communications, and Information concerning studies, surveys, investigations, research, development, analyses, or opinions concerning any Defendant or any products sold or service provided by any Defendant.

REQUEST FOR PRODUCTION NO. 83:

All Documents, Communications, and Information concerning any third-party or open source software, tool, product, service, system, method or technology competing with or similar to 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 84:

All Documents, Communications, and Information concerning the market, demand for, growth potential, and/or competitors for 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 85:

All Documents, Communications, and Information reflecting or sufficient to identify all sales, licensing, or any other revenue-generating activity involving 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 86:

All Documents, Communications, and Information reflecting payments to You or SNMP International from any Defendant.

REQUEST FOR PRODUCTION NO. 87:

Audited and unaudited income statements, balance sheets, and statements of Your revenues, profits, costs, royalties, and cash flows on a monthly, quarterly and annual basis from January 1, 2017, to the present.

REQUEST FOR PRODUCTION NO. 88:

All Documents, Communications, and Information that reflect a valuation of 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9; or (4) You or SNMP International.

REQUEST FOR PRODUCTION NO. 89:

Documents, Communications, and Information sufficient to Identify customers or licensees of 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; or (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9, from January 1, 2017, to the present.

REQUEST FOR PRODUCTION NO. 90:

All Documents, Communications, and Information that concern, support, or refute Your claim that You or SNMP International were damaged as a result of Brocade’s copyright infringement, contributory copyright infringement, or breach of the License Agreement, including the fact and amount of any damage.

REQUEST FOR PRODUCTION NO. 91:

All Documents, Communications, and Information that concern, support, or refute Your claim that Brocade and Broadcom are jointly and severally liable for any recovery by You or SNMP International of actual damages, profits, or statutory damages.

REQUEST FOR PRODUCTION NO. 92:

All Documents, Communications, and Information that concern, support, or refute Your claim that You or SNMP International were damaged as a result of Extreme’s copyright infringement, including the fact and amount of any damage.

REQUEST FOR PRODUCTION NO. 93:

All Documents, Communications, and Information Relating to Your claim that each Defendant profited from allegedly infringing SNMP Research Software.

REQUEST FOR PRODUCTION NO. 94:

All Documents, Communications, and Information Relating to Your claim that Broadcom and Brocade profited from Brocade's divestiture to Extreme described in the Complaint.

REQUEST FOR PRODUCTION NO. 95:

All Documents, Communications, and Information concerning Brocade's divestiture to Extreme or transfer, sale, or disclosure of products, software, or source code to Extreme.

REQUEST FOR PRODUCTION NO. 96:

All Documents, Communications, or Information Relating to any analysis by Plaintiffs concerning the amount of any Defendant's revenues that are attributable to the alleged infringement of SNMP Research Software.

REQUEST FOR PRODUCTION NO. 97:

All Documents, Communications, and Information concerning each and every expert or consultant that You have retained for purposes of testifying or possibly testifying at the trial of this Action, including, but not limited to, any Documents concerning any business relationship such experts or consultants had, have or may have with You, all patents, published applications, books, articles, treatises, reports, source code, and other publications authored or co-authored by such experts or consultants, all documents which such experts or consultants referred to or relied on in formulating their opinion(s), and all Documents constituting or concerning any opinions such experts have formulated in connection with this Action.

REQUEST FOR PRODUCTION NO. 98:

All Documents, Communications, and Information that concern, support, or refute any arguments or facts Plaintiffs briefed, presented or relied on or intend to present or rely on in connection with disputing Defendants' motions to dismiss and/or transfer.

REQUEST FOR PRODUCTION NO. 99:

All Documents, Communications, and Information that you intend to rely on at trial.

REQUEST FOR PRODUCTION NO. 100:

All unredacted court filings (including but limited to motions and briefs) from *Avaya Inc. v. SNMP Research Int'l Inc.*, C.A. No. 12-191RGA (D. Del.).

REQUEST FOR PRODUCTION NO. 101:

All written discovery responses served by You and/or SNMP International in *Avaya Inc. v. SNMP Research Int'l Inc.*, C.A. No. 12-191RGA (D. Del.).

REQUEST FOR PRODUCTION NO. 102:

All deposition transcripts and expert reports in *Avaya Inc. v. SNMP Research Int'l Inc.*, C.A. No. 12-191RGA (D. Del.).

REQUEST FOR PRODUCTION NO. 103:

All unredacted court filings (including but limited to motions and briefs) from *In re: Nortel Networks Inc.*, 1:09-bk-10138 (Bankr. D. Del.).

REQUEST FOR PRODUCTION NO. 104:

All written discovery responses served by You or SNMP International *In re: Nortel Networks Inc.*, 1:09-bk-10138 (Bankr. D. Del.).

REQUEST FOR PRODUCTION NO. 105:

All deposition transcripts and expert reports in *In re: Nortel Networks Inc.*, 1:09-bk-10138 (Bankr. D. Del.).

REQUEST FOR PRODUCTION NO. 106:

All Documents, Communications, and Information concerning, reflecting, or constituting the license alleged in Paragraph 31 of the Complaint through which SNMP International allegedly licensed the software and intellectual property at issue in this Action from You.

REQUEST FOR PRODUCTION NO. 107:

All Documents, Communications, and Information You may use to support Your contentions in this litigation.

REQUEST FOR PRODUCTION NO. 108:

All Documents, Communications, and Information Relating to the similarities and differences between and among 1) the SNMP Research Software listed in Table 1 of the Complaint; (2) the “copyrighted software” and “Source materials” alleged in Paragraphs 7 and 8 of the Complaint; (3) SNMP Research EMANATE/Lite Agent Version 16.2.0.9.

REQUEST FOR PRODUCTION NO. 109:

All Documents, Communications, and Information Relating to Your decision to register SNMP Research Software with the U.S. Copyright Office as unpublished.

REQUEST FOR PRODUCTION NO. 110:

All Documents, Communications, and Information Relating to Your allegation that “Broadcom profited from Brocade's disclosure of Plaintiffs' source code and eventual transfer, reproduction and/or public distribution of products containing the copyrighted software to Extreme, and worked substantially and continuously with Brocade to implement the disclosure, transfer, reproduction, and/or public distribution of products containing the copyrighted software to Extreme.”

REQUEST FOR PRODUCTION NO. 111:

All Documents, Communications, and Information Relating to Your allegation “Broadcom shared and continues to share in the profits with Brocade, a wholly-owned subsidiary limited liability company, attributable to the reproduction and public distribution of products containing Plaintiffs' copyrighted software and derivative works to Extreme and to Brocade's and Broadcom's customers, resellers, and partners.”

REQUEST FOR PRODUCTION NO. 112:

All Documents, Communications, and Information Relating to Your allegation “Brocade breached the License Agreement by improperly disclosing confidential and Source material to Extreme and failing to comply with its post-termination obligations. The breached sections of the contract include, without limitation, Sections 2, 3, 8 16, 28, and Amendment 3 Section 4, all as discussed in more detail in Sections IV.B and C, above.”

REQUEST FOR PRODUCTION NO. 113:

All Documents, Communications, and Information Relating to Your allegation “SNMP International and Brocade had a valid and binding written contract, the License Agreement.”

REQUEST FOR PRODUCTION NO. 114:

All Documents, Communications, and Information Relating to Your allegation “SNMP International adequately performed its obligations under the License Agreement.”

REQUEST FOR PRODUCTION NO. 115:

All Documents, Communications, and Information Relating to Your allegation “Brocade's breaches are material and are the legal cause of substantial damage to SNMP International.”

REQUEST FOR PRODUCTION NO. 116:

All Documents, Communications, and Information Relating to Your allegation “Plaintiff SNMP Research is the registered owner of the valid Copyrights listed in Table 1.”

REQUEST FOR PRODUCTION NO. 117:

All Documents, Communications, and Information Relating to Your allegation that “Brocade's copyright infringement has been and continues to be willful and with full knowledge of SNMP Research's Copyrights.”

REQUEST FOR PRODUCTION NO. 118:

All Documents, Communications, and Information Relating to Your allegation that “Extreme, without authorization, copied, reproduced, prepared derivative works based upon, and publicly distributed Plaintiffs' copyrighted software.”

REQUEST FOR PRODUCTION NO. 119:

All Documents, Communications, and Information Relating to Your allegation that “Extreme's copyright infringement has been and continues to be willful, and with full knowledge of SNMP Research's Copyrights.”

REQUEST FOR PRODUCTION NO. 120:

All Documents, Communications, and Information Relating to Your allegation that “Brocade knew or had reason to know that Extreme's unauthorized acts constituted copyright infringement.”

REQUEST FOR PRODUCTION NO. 121:

All Documents, Communications, and Information Relating to Your allegation that “Brocade induced, caused, and/or materially contributed to Extreme's copyright infringement.”

REQUEST FOR PRODUCTION NO. 122:

All Documents, Communications, and Information Relating to Your allegation in Paragraph 64 of the Complaint that “Brocade's infringing products include products within the following product families: X6 Director Family; 6520 Family; 6543 Family; 6558 Family; 6559 Family; 7840 Family; 6510 Family; 6505 Family; 6547 Family; G610 Family; G620 Family; G630 Family; MXG610s Family; 310 Family; 320 Family; 340 Family; 360 Family; 5430 Family; 5460 Family; 5470 Family; 6542 Family; M6505 Family; 7810 Family; G648 Family; G649 Family; G720 Family; and X7 Director Family.”

REQUEST FOR PRODUCTION NO. 123:

All Documents, Communications, and Information Relating to Your allegation in Paragraph 49 of the Complaint that “Extreme's infringing products include products within the following product families: SLX 9140 Family; SLX 9240 Family; SLX 9540 Family; SLX 9850 Family; SLX 9030 Family; SLX 9640 Family; SLX 9150 Family; SLX 9250 Family; VDX 6740 Family; VDX 6940 Family; and VDX 8770 Family.”

REQUEST FOR PRODUCTION NO. 124:

All Documents, Communications, and Information Relating to Your allegation that “Extreme's unauthorized reproduction, preparation of derivative works based upon, and public distribution of products containing Plaintiffs' copyrighted software has induced, caused, and/or materially contributed to Extreme's partners', resellers', and/or customers' infringement of Plaintiffs' copyrighted software.”

REQUEST FOR PRODUCTION NO. 125:

All Documents, Communications, and Information Relating to Your allegation that “Brocade has simply ignored the fact that its license rights have been terminated and has just kept

right on reproducing and publicly distributing the copyrighted software and derivative works (and/or licenses thereto) with no license to do so, thereby infringing SNMP Research's Copyrights.”

REQUEST FOR PRODUCTION NO. 126:

All Communications between You and SNMP International, on the one hand, and Extreme, on the other hand, Relating to the software or source code at issue in this Action, including all negotiations or discussions Relating to any agreement or potential agreement between any Plaintiff and Extreme.

REQUEST FOR PRODUCTION NO. 127:

All Documents and Communications reflecting, discussing, concerning, or constituting Communications, negotiations, and/or discussions Between You and/or SNMP International, on the one hand, and Brocade, Broadcom, and/or any Broadcom affiliate, on the other hand, after January 1, 2017.

REQUEST FOR PRODUCTION NO. 128:

All Documents and Information, including software, source code, and Source materials, provided to Brocade under the License Agreement.

REQUEST FOR PRODUCTION NO. 129:

All Documents, Communications, and Information Relating to SNMP International's rights and authority to enter into the License Agreement with Brocade.

REQUEST FOR PRODUCTION NO. 130:

All Documents, Communications, and Information Relating to Your allegation that “Plaintiffs have expended substantial creativity, time, labor, and money to develop, author, market, and license the software which Defendants are wrongfully exploiting.”

REQUEST FOR PRODUCTION NO. 131:

All Communications with Martin Skagen, Jack Rondini, Simone Yew or Philip Blum.

REQUEST FOR PRODUCTION NO. 132:

All Documents or Communications reflecting, discussing, or concerning Your or SNMP International's Communications with Martin Skagen, Jack Rondini, Simone Yew or Philip Blum.

REQUEST FOR PRODUCTION NO. 133:

All Documents or Communications about this lawsuit or any potential or anticipated litigation against any Defendant.

REQUEST FOR PRODUCTION NO. 134:

All Documents or Communications about the termination of the License Agreement.

REQUEST FOR PRODUCTION NO. 135:

All Documents or Communications about Brocade's divestiture to Extreme or assignment or transfer of the License Agreement or rights thereunder to Extreme.

Dated: November 23, 2021

HUESTON HENNIGAN LLP

By: 

Alison Plessman
Attorneys for Defendants
Broadcom Inc.
Brocade Communications Systems LLC

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 523 West 6th Street, Suite 400, Los Angeles, CA 90014.

On November 23, 2021, I served the foregoing document(s) described as:

BROCADE COMMUNICATIONS SYSTEMS LLC'S FIRST SET OF REQUESTS FOR PRODUCTION TO SNMP RESEARCH, INC.

on the interested parties in this action as stated below:

John L. Wood, Esq.
Cheryl G. Rice, Esq.
Rameen J. Nasrollahi,
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☒ (BY E-MAIL) By transmitting the documents listed above to the e-mail addresses set forth above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on November 23, 2021, at Los Angeles, California.

Debi Del Grande
(Type or print name)

Debi Del Grande
(Signature)